

**RESOLUTION NO. 2019-210**

**RESOLUTION OF THE TOWNSHIP OF FLORENCE, IN THE  
COUNTY OF BURLINGTON, NEW JERSEY APPROVING A CAPITAL  
GRANT AGREEMENT BY AND BETWEEN THE TOWNSHIP AND  
THE BOARD OF EDUCATION OF THE TOWNSHIP OF FLORENCE,  
RELATED TO THE INSTALLATION OF CERTAIN PUBLIC SAFETY  
IMPROVEMENTS AT CERTAIN SCHOOL FACILITIES**

**WHEREAS**, the Board of Education of the Township of Florence (the "Board") owns and operates school facilities within the Township and provides Pre-K to 12 education services to the families of the Township; and

**WHEREAS**, capital investment in the school facilities are generally funded via a public referendum to authorize the issuance of debt to fund such capital investment; and

**WHEREAS**, the Township of Florence, the County of Burlington (the "Township") of the State of New Jersey (the "State") is charged with the primary level of protection for the health and safety of the residents of the Township, including minor residents that attend the school facilities operated by the Board; and

**WHEREAS**, the Township has become aware of critical safety improvements, as further described on Exhibit A of the hereinafter defined Capital Grant Agreement (the "Public Safety Improvements") that are needed to ensure that Township residents can access the Board's school facilities and safeguard the Township residents attending the school facilities while also improving the ability of the Township to respond to any public safety emergency occurring at the school facilities; and

**WHEREAS**, given the nature of the Public Safety Improvements, the Township has decided that completion of such improvements is a priority for not just the mission of the Board but also the public safety mission of the Township; and

**WHEREAS**, the Board has estimated that the costs of the Public Safety Improvements are \$430,000; and

**WHEREAS**, the Township has identified funding within the Township's budget to offset the costs of the Public Safety Improvement; and

**WHEREAS**, the laws of the State of New Jersey promote the sharing of services among local units of government, including both the Township and the Board; and

**WHEREAS**, further, under NJSA 40A:12A-8, the Township can contract with public agencies to further projects to support its efforts as Redevelopment Entity for the Township; and

**WHEREAS**, safe and secure school facilities are vital to the Township's mission to develop and redevelopment property within the Township to keep its property ratable base dynamic and the Township's economy growing; and

**WHEREAS**, the Board desires to undertake the Public Safety Improvements and welcomes the participation of the Township in offsetting such costs; and

**WHEREAS**, the Township and the Board have negotiated an agreement (the "Capital Grant Agreement" substantially in the form set forth as Exhibit A hereto) to govern the obligations and benefits of each party and providing for the installation and funding of the Public Safety Improvements; and

**WHEREAS**, the Township Council desires to approve the execution of the Capital Grant Agreement;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF FLORENCE, IN THE COUNTY OF BURLINGTON, NEW JERSEY AS FOLLOWS:**

Section 1.     Recitals. The recitals are fully incorporated herein.

Section 2.     Approval of the Capital Grant Agreement. The Capital Grant Agreement, in substantially the form attached hereto as Exhibit A, together with any non-material changes as may be agreed to by the Township through the office of the Township Administrator; is hereby approved.

Section 3.     Execution of the Capital Grant Agreement. The Mayor of the Township of Florence, in the County of Burlington (the "Mayor") is hereby authorized and directed, upon satisfaction of all the legal conditions precedent to the execution and delivery by the Township of the Capital Grant Agreement, to execute the Capital Grant Agreement in substantially the forms of the draft attached hereto and with such non-material changes, insertions and omissions thereto as the Mayor, after consultation with the Township Administrator and counsel to the Township, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which execution thereof shall conclusively evidence the Township's and the Mayor's consent to any such changes thereto.

Section 4.     Attestation and Sealing of the Capital Grant Agreement. The Clerk of the Township is hereby authorized and directed, upon the execution of the Capital Grant Agreement in accordance with the terms of Section 4 hereof, to attest to the signature of the Mayor upon such documents and is hereby further authorized and directed thereupon to affix the corporate seal of the Township upon such documents.

Section 5.     Implementation of the Capital Grant Agreement. Upon the execution and attestation and placing of the seal on the Capital Grant Agreement as contemplated by Sections 4 and 5 hereof, the Mayor and Township Administrator, together with the necessary staff and professionals of the Township, are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Township Administrator deems necessary or desirable in relation to the execution and delivery of the Capital Grant Agreement.

Section 6.     Severability. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 7. Availability of The Resolution. A copy of this Resolution and the Capital Grant Agreement approved hereunder shall be available for public inspection at the offices of the Township.

Section 8. Filing of the Capital Grant Agreement. Upon the execution of the Capital Grant Agreement by each of the Township and the Board, the Township shall file a copy of the Capital Grant Agreement with the Division of Local Government Services in the Department of Community Affairs in accordance with NJSA 40A:65-4(b).

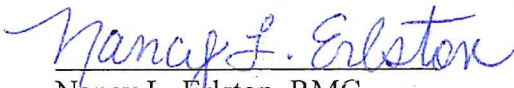
Section 9. Effective Date. This resolution shall take effect in accordance law.

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I, **NANCY L. ERLSTON**, Township Clerk of the Township of Florence, Burlington County, New Jersey, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2019-210 which was adopted by the Township Council at a meeting held on the 18th day of December, 2019.

  
Nancy L. Erlston, RMC  
Township Clerk



This Capital Grant Agreement (the “**Agreement**”) entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between **THE TOWNSHIP OF FLORENCE** and the **TOWNSHIP COUNCIL OF THE TOWNSHIP OF FLORENCE** (the “**Township**”), a public body corporate and politic of the State of New Jersey having its offices at 711 Broad Street, Florence, New Jersey 08518, , and **The Board of Education of the Township of Florence**, a public body corporate and politic of the State of New Jersey having its offices at 201 Cedar Street, Florence NJ 08518 (the “**Board**” and, together with the Township, the “**Parties**”).

**WITNESSETH:**

**WHEREAS**, the Board owns and operates school facilities within the Township and provides Pre-K to 12 education services to the families of the Township; and

**WHEREAS**, capital investment in the school facilities are generally funded via a public referendum to authorize the issuance of debt to fund such capital investment; and

**WHEREAS**, the Township as a municipality within the State of New Jersey (the “State”) is charged with the primary level of protection for the health and safety of the residents of the Township, including minor residents that attend the school facilities operated by the Board; and

**WHEREAS**, the Township has become aware of critical safety improvements, as further described on **Exhibit A** hereto (the “Public Safety Improvements”) that are needed to ensure that Township residents can access the Board’s school facilities and safeguard the Township residents attending the school facilities while also improving the ability of the Township to respond to any public safety emergency occurring at the school facilities; and

**WHEREAS**, given the nature of the Public Safety Improvements, the Township has decided that completion of such improvements is a priority for not just the mission of the Board but also the public safety mission of the Township; and

**WHEREAS**, the Board has estimated that the costs of the Public Safety Improvements are \$430,000; and

**WHEREAS**, the Township has identified funding within the Township’s budget to offset the costs of the Public Safety Improvement; and

**WHEREAS**, the laws of the State of New Jersey promote the sharing of services among local units of government, including both the Township and the Board; and

**WHEREAS**, further, under NJSA 40A:12A-8, the Township can contract with public agencies to further projects to support its efforts as Redevelopment Entity for the Township; and

**WHEREAS**, safe and secure school facilities are vital to the Township’s mission to develop and redevelopment property within the Township to keep its property ratable base dynamic and the Township’s economy growing; and

**WHEREAS**, the Board desires to undertake the Public Safety Improvements and welcomes the participation of the Township in offsetting such costs;

**NOW, THEREFORE**, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind their successors and assigns, do mutually promise, covenant and agree as follows:

**Section 1.** The Township is contractually entitled to the receipt of a non-refundable Administrative Fee in the amount of Four Hundred Thirty Thousand Dollars (\$430,000) from IPT Florence West Urban Renewal LLC or its successors, assigns, lessees, or transferees (the "Developer") in connection with the Developer's project to be undertaken in accordance with a certain Redeveloper Agreement by and between the Township and the Developer which was duly authorized by the Township on December 4, 2019. The Township shall reserve these funds and appropriate such amounts received in the Township's FY 2020 budget to fund a capital grant to the Board to pay for the costs of the Public Safety Improvements. The Township anticipates that such amounts shall be received and available to fund the capital grant by June 30, 2020.

**Section 2.** The Board agrees to undertake the Public Safety Improvements in accordance with all applicable laws governing the operations of a school district. The Board shall submit actual invoices related to the Public Safety Improvements, including professional fees related to the design and installation of the same but excluding any indirect costs incurred by school administrative staff, to the Township for payment or reimbursement of the Board if the invoice was initially paid for by the Board. The Board acknowledges that the Township's financial obligation under this agreement shall not exceed the \$430,000 made available by the Township under Section 1 hereof.

**Section 3.** This Agreement shall take effect when the Agreement is fully and finally authorized and executed by the Parties, or such other date as may be agreed in writing by the Parties.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Capital Grant Agreement to be executed on the day above written.

Witness or Attest:

**THE TOWNSHIP OF FLORENCE and  
TOWNSHIP OF FLORENCE COUNCIL**

\_\_\_\_\_  
Nancy L. Erlston, RMC  
Township Clerk

By: \_\_\_\_\_  
Name: Craig H. Wilkie  
Title: Mayor  
Execution Date:

Witness or Attest:

**THE BOARD OF EDUCATION OF THE  
TOWNSHIP OF FLORENCE**

\_\_\_\_\_  
Melissa Livengood  
Board Secretary

By: \_\_\_\_\_  
Name: Emma Cartier  
Title: Chairman  
Execution Date:

## **EXHIBIT A**

### **PUBLIC SAFETY IMPROVEMENTS**

1. The repair and refurbishment of the ADA compliant ramp at the entrance of the Riverfront School facility, and including all work and related materials necessary thereof or incidental thereto.
2. Installation of security measures and construction of improvements to create a secure entrance vestibule at the Roebling school facility in accordance with the specifications on file in the Board's Offices, and including all work and related materials necessary thereof or incidental thereto.